

**HOUSEHOLD HAZARDOUS WASTE AGREEMENT BETWEEN  
EL DORADO COUNTY  
AND THE EL DORADO HILLS COUNTY WATER DISTRICT**

This agreement is made and entered into between the County of El Dorado, hereinafter referred to as "County" the El Dorado Hills County Water District, hereinafter referred to as the "District".

**RECITALS**

WHEREAS, the County must comply with the provisions of the laws governing the safe collection, transport, transformation, recycling and disposal of waste management including AB 939, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); and

WHEREAS, the County desires the services of the District to operate a household hazardous waste collection center to assist the County in providing for the convenient and proper management of household hazardous waste; and

WHEREAS, the District desires the protection, health, and welfare of the public and its personnel, the removal of hazardous wastes from homes so that such materials will pose no danger in event of fire.

NOW, THEREFORE, in consideration of mutual covenants and conditions the parties hereto agree as follows:

**A. RESPONSIBILITIES OF COUNTY**

1. The County shall provide and place on District's property a secure structure to be used by District for the acceptance and storage of household hazardous waste pursuant to this Agreement. The structure shall meet or exceed applicable fire and hazardous materials storage requirements. The plans for the structure shall be approved by District prior to construction.
2. The County shall provide sufficient 55 gallon steel drums and other DOT containers as necessary for the storage of household hazardous waste collected by the District which meet or exceed applicable storage and federal transportation standards and adequate materials for packing the same.
3. The County, at its sole expense, shall contract with a licensed hazardous waste hauler to

remove to an authorized facility on a regular basis, but no less frequent than quarterly, all household hazardous waste collected by the District pursuant to this Agreement. The County agrees that said contractor shall be available in the event an emergency collection becomes necessary due to the special nature or amount of waste.

4. The County shall be responsible for ensuring obtaining all necessary permits to allow the District to perform the collection services provided hereunder. The County shall train District personnel prior to initiation of collection services, and as necessary thereafter due to changes in law or circumstances, but at least annually. County shall provide the District with "The Handbook for Operational Procedures" which shall be consistent with all applicable state and federal regulations, and which designates household hazardous waste acceptance, handling and storage procedures, specifies categorization for waste anticipated to be delivered, and describes emergency procedures, and shall provide District with all updates thereto. County shall be available to respond to all emergencies, including illegal or improper dumping at the site by the public.

5. The County shall have employees available on call at all times to assist the District should an emergency occur.

6. The County shall cause the District, its officers, agents, employees and volunteers to be named as an additional named insured on the insurance policy retained by County for the waste disposal. The coverage shall be primary coverage to District.

#### **B. RESPONSIBILITIES OF DISTRICT**

1. The District agrees to operate a household hazardous waste collection program in accordance with the procedures established by County at 990 Lassen Lane, El Dorado Hills, CA.

2. At least one day per week, the District shall, on behalf of the County, accept the household hazardous wastes specified by the County at the above location. The District shall label, categorize, record and pack for storage in accordance with the requirements of the County. All waste shall be stored in the containers provided by County and shall be within the structure provided by the County at all times. At no time shall District be considered the Owner of such household hazardous wastes for purposes of any statutory liability which may arise under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") and responsibilities for such waste shall at all times reside with County and not with District.

3. The District shall be responsible for providing employees to perform the services and for all costs thereof including worker's compensation. Any documented increase in District's workers compensation rates or claims attributed to the services performed under this Contract shall be borne by County

4. The District shall be responsible for ensuring the structure provided by the County, and

the surrounding property, is maintained in a secure, safe and appropriate manner. County is responsible to repair any damage to the structure and to make any repairs or perform any clean-up due to vandalism or other causes.

**C. INDEMNIFICATION**

The County agrees to defend, indemnify and hold the District and its directors, officers, employees and volunteers harmless from any and all damages, attorneys fees, costs (including clean-up costs) and liability, including governmentally-imposed fines and assessments, and including any liability for death of, or injury to, any person, volunteer or employee and for loss of, or damage to, or loss of use of any property, which directly or indirectly arise from the acts done or omitted to be done by District, its officers, employees or volunteers pursuant to this Agreement, including but not limited to statutory liability arising out of the Comprehensive Environmental Response, Compensation and Recovery Act ("CERCLA") or other applicable laws, except to the extent any such damages, costs and liability arises out of the gross negligence or willful misconduct of the District, its officers, employees or volunteers. County's obligations under this indemnification provision shall survive the term of this Contract.

**D. CLEAN UP OF SITE**

At completion of this Contract the County shall remove from and about District's property the structure, the household hazardous waste and other material and shall return the site to its original condition prior to construction of the structure and storage of the waste, unless directed otherwise in writing by District.

**E. TERMINATION**

This Agreement may be terminated upon thirty (30) days written notice by either party. County shall have a reasonable time within which to remove any of County's equipment provided to District, including the 55 gallon drums and the structure, and any household hazardous waste remaining upon the property of the District. County shall immediately remove any waste which in District's opinion is contaminating the area or poses an unreasonable risk or hazard.

**E. COMPLETE AGREEMENT**

This Agreement contains the complete agreement between the parties of their duties and

obligations regarding the household hazardous waste collection program operated by the County. This Agreement may only be modified by mutual agreement of the governing boards of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 15<sup>th</sup> day of March, 1994.

COUNTY OF EL DORADO

John E. Upton  
Chairman, Board of Supervisors

JOHN E. UPTON 3-15-94

ATTEST:

Margaret B. Moody  
Dixie L. Fobte,  
Clerk of the Board of Supervisors 3-15-94

EL DORADO HILL COUNTY WATER DISTRICT

James D. Balfour  
Chairman, Board of Directors

ATTEST:

Connie L. Baw  
Secretary,  
EL DORADO HILLS COUNTY WATER DISTRICT